



**DEFENSE LOGISTICS AGENCY**  
DEFENSE NATIONAL STOCKPILE CENTER  
8725 JOHN J. KINGMAN ROAD, SUITE 3229  
FT. BELVOIR, VIRGINIA 22060-6223

IN REPLY  
REFER TO DNSC-C3

May 9, 2002

AMENDMENT NO. 001  
TO DLA-FERROCHROMIUM-004  
BASIC ORDERING AGREEMENT  
FOR STOCKPILE FERROCHROMIUM

The above referenced Basic Ordering Agreement (BOA) for the sale of Ferrochromium is hereby amended for the changes stated herein.

1. The following sections **C.1 Submission of Quotes (JUN 99)** and **C.9 Evaluation of Quotes (JUN 99)** are hereby substituted for the versions in the published BOA which was issued April 26, 2002.

**C.1 Submission of Quotes (JUN 99)**

- a. The Government will post any material being offered for sale on its web site, <https://www.dnsc.dla.mil> on Tuesdays by 11:30 a.m., local time, Ft. Belvoir, VA.
- b. All pre-qualified Quoters are invited to quote.
- c. Quotes and modifications shall be submitted by facsimile in accordance with Section C.6.
- d. Quoters shall submit Quotes on Section I.1, Quote/Award Form. Quotes shall be faxed to: (703) 767-5541, ATTENTION: FERROCHROMIUM Contract Specialist.
- e. Section I.1 shall include the date of the Request for Quote and shall contain only the following additional information:
  - (1) Item;
  - (2) Commodity;
  - (3) Quantity;
  - (4) Unit price (see Section C.3, Offer Price);
  - (5) Company name;

(6) Title and signature of authorized Contractor's representative;  
and,

(7) Initials signifying compliance with I.3 and I.4.

- f. Quoters seeking to alter the provisions of the BOA or other terms previously agreed upon shall be considered nonresponsive and ineligible for award.
- g. Quotes must be received by 11:30 a.m., local time, Ft. Belvoir, VA the day following the Offering (Wednesday) and shall remain valid for two business days after the time set for receipt of Quotes.
- h. If its Quote is accepted by the Government within two business days after the time set for receipt of Quotes, the Quoter agrees to purchase any or all material quoted on at the price quoted and to take delivery within the removal period specified in the executed Section I.1. Quote/Award Form.

#### **C.9 Evaluation of Quotes (JUN 99)**

- a. Quotes will be evaluated on the basis of prices offered as may be adjusted by any special terms previously negotiated.
  - b. To participate in sales and be considered for award, Quoters must be pre-qualified in accordance with Section B.
- 2. All previous Sections **I.2 Shopping List (APR 02) B. High Carbon and J.1 Analysis of Material (APR 02) B. High Carbon** are deleted and the attached replacement Sections **I.2** and **J.1** are inserted therefor.
  - 3. Offerors shall acknowledge receipt of this Amendment by signing in the space provided below and returning this form as part of the pre-qualification process to:

Attn: Ferrochromium Contract Specialist, DNSC-C  
Defense National Stockpile Center  
8725 John J. Kingman Road, STE 3229  
Fort Belvoir, VA 22060-6223  
Facsimile No. (703) 767-5484 or (703) 767-5494

Failure to acknowledge receipt of the Amendment may result in the offeror being ineligible to Quote. Except as provided herein, all other terms and conditions of DLA- FERROCHROMIUM-004 remain unchanged and in full force and effect.

**NAME OF FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FACSIMILE:** \_\_\_\_\_

**COMPLETED BY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**WEB PAGE:** \_\_\_\_\_ **E-MAIL ADDRESS:** \_\_\_\_\_

Access to Basic Ordering Agreement DLA-FERROCHROMIUM-004 and this amendment is available at the DNSC Website: **<https://www.dnsc.dla.mil>**.

## I.2 Shopping List (APR 02)

## B. High Carbon

Item	Location	Pile	Origin	Net Weight (Lbs)	Net Weight ST	Net Weight STCr	Unit Price Per STCr	Quantity STCr	Total Offer Price
1	WARREN, OH	2	DOMESTIC	68,555,800.00	34,277.90	23,230.13	\$		\$
2	WARREN, OH	19	JAPAN	3,231,280.00	1,615.64	1,133.85	\$		\$
3	WARREN, OH	20	ITALY	6,372,900.00	3,186.45	2,223.18	\$		\$
4	WARREN, OH	21	SOUTH AFRICA	1,472,100.00	736.05	526.12	\$		\$
5	WARREN, OH	22	SWEDEN	557,120.00	278.56	190.47	\$		\$
Depot Total:				80,189,200.00	40,094.60	27,303.75			

**DLA-FERROCHROMIUM-004**  
**Amendment 001**

**J.1 Analysis of Material (APR 02)**  
**B. High Carbon**

Item	Location	Pile	Origin	Net Weight (Lbs)	Net Weight ST	Net Weight STCr	Cr	C	Si	P	S
1	WARREN, OH	2	DOMESTIC	68,555,800.00	34,277.90	23,230.13	67.77%	5.24%	1.11%	0.01%	0.05%
2	WARREN, OH	19	JAPAN	3,231,280.00	1,615.64	1,133.85	70.18%	5.11%	0.30%	0.02%	0.01%
3	WARREN, OH	20	ITALY	6,372,900.00	3,186.45	2,223.18	69.77%	5.08%	0.91%	0.02%	0.02%
4	WARREN, OH	21	SOUTH AFRICA	1,472,100.00	736.05	526.12	71.48%	5.08%	0.81%	0.02%	0.01%
5	WARREN, OH	22	SWEDEN	557,120.00	278.56	190.47	68.38%	5.38%	0.94%	0.02%	0.01%
<b>Depot Total:</b>				<b>80,189,200.00</b>	<b>40,094.60</b>	<b>27,303.75</b>					



REPLY  
REFER TO

DNSC-C3

**DEFENSE LOGISTICS AGENCY**  
DEFENSE NATIONAL STOCKPILE CENTER  
8725 JOHN J. KINGMAN ROAD, SUITE 4616  
FT. BELVOIR, VIRGINIA 22060-6220

April 26, 2002

Dear Prospective Offeror:

Please find attached a final copy of the Basic Ordering Agreement (BOA) for Low and High Carbon Ferrochromium. We appreciate all of the feedback from the industry meeting. Details of the issues, comments, briefing charts, as well as the final BOA are located on the Ferrochromium page of the DNSC homepage at <https://www.dnsc.dla.mil>.

The current schedule and quantities for offerings are as follows:

Postings/Offerings on any Tuesday of the month at 11:30 AM

Low Carbon – 0.05% - 0 to 500 ST per month

Low Carbon – 0.10% - 0 to 1,500 ST per month

(Maximum annual quantity – 24,000 ST)

High Carbon – 0 to 10,000 ST per month

(Maximum annual quantity – 60,000 ST)

**Note:** Depending on market conditions, the schedule and quantities are subject to change.

You are invited to begin the pre-qualification process by submitting all required documentation identified for submission and any exceptions to those stated terms. Negotiations will be held to discuss indicated exceptions. When negotiations have been concluded and financial statements analyzed, you will be notified of the results. The first posting is tentatively scheduled for July 2002 (subject to market conditions).

If you have questions, please call Ms. Rossell Beckett, Contract Specialist, at 703-767-5402.

Sincerely,

*Martha L. Hochberg*

MARTHA L. HOCHBERG  
Contracting Officer

Issue Date: April 26, 2002

# **DLA-FERROCHROMIUM-004**

## **BASIC ORDERING AGREEMENT (BOA) FOR FERROCHROMIUM**



*Defense Logistics Agency  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223*

**BASIC ORDERING AGREEMENT  
BETWEEN THE  
UNITED STATES OF AMERICA  
AND**

---

This Agreement governing the sale of low and high carbon ferrochromium under Basic Ordering Agreement, DLA-FERROCHROMIUM-004 (the BOA), is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the United States of America, represented by the Contracting Officer, and \_\_\_\_\_, represented by \_\_\_\_\_.

This Agreement shall be effective upon signature by the Contracting Officer and shall incorporate the terms of the Acceptance Letter. The terms and conditions of any subsequent sale of material are as set forth in the BOA, which shall be incorporated into each contract awarded pursuant to this Agreement unless otherwise specified in the Acceptance Letter or the executed Quote/Award Form (Section I.1). In the event of a conflict between the BOA, the Acceptance Letter or the executed Quote/Award Form, the terms of the executed Quote/Award Form shall govern.

An executed copy of this Agreement shall be returned to the Contractor.

\_\_\_\_\_  
(Company Name)

UNITED STATES OF AMERICA

BY \_\_\_\_\_  
Signature

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Name of Contracting officer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



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**PART I – THE SCHEDULE****SECTION A – AGREEMENT/CONTRACT FORM****A.1 Introduction (JUN 99)**

The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting Quotes for the sale of up to 150,000 short tons of ferrochromium in Fiscal Year 2002.

**A.2 Basic Ordering Agreement (BOA) (JUN 99)**

- a. The terms and conditions of this Basic Ordering Agreement shall be incorporated in any resulting contract, unless otherwise specified in the Acceptance Letter or the Quote/Award Form, I.1.
- b. Contracts awarded under this Agreement shall be fixed price contracts.
- c. An executed Section I.1 Quote/Award Form, signed by a Contracting Officer, together with this Agreement and the Acceptance Letter shall constitute the Contract.

**A.3 Web Page (JUN 99)**

All requests for Quotes under this Agreement shall be posted on the DNSC web site by 11:30 a.m. local time, Ft. Belvoir, VA <https://www.dnsc.dla.mil>. Quoters shall check the web site every Tuesday morning to determine if DNSC is soliciting quotes for that day.

**A.4 Material Description (JAN 95)**

- a. The low or high carbon ferrochromium is stored in either bulk piles or in drums as indicated in Section I.2, Shopping List, at the DNSC locations identified.
- b. Government records indicate that the material conforms to the data provided in Section J.1; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

**A.5 Financial Exposure Limit (MAR 02)**

- a. The DNSC will establish a financial exposure limit (maximum level of business DNSC will allow) for each Quoter. The financial exposure limit shall be determined based upon the following:
  - 1. Financial Position of the Quoter
  - 2. Past Performance.
  - 3. References (Suppliers, Financial Institutions, etc.)
  - 4. Credit Reports.

5. If the Contractor reaches its financial exposure limit, subsequent sales will cease until either the Contractor satisfactorily performs existing contracts or the DNSC increases the exposure limit.

#### **A.6 Payment Terms (JAN 02)**

The maximum acceptable payment terms are net thirty (30) days from the DNSC's receipt of current, accurate, and complete Shipping Instructions.

#### **A.7 Inspection/Sampling (JUN 98)**

- a. For the low or high carbon ferrochromium stored in drums, one drum from four (4) lots at each location will be available for inspection and sampling. Offerors or their designees may, at their expense, inspect the drums and take a grab sample, not to exceed two (2) pounds from each drum. The sample will be taken in the presence of and under the direction of a DNSC representative.
- b. For the low or high carbon ferrochromium stored in piles, offerors or their designees, at their expense, are encouraged to inspect pile material and take a grab sample, not to exceed 50 pounds per pile. The sample will be taken in the presence of and under the direction of a DNSC representative.
- c. The Government does not warrant any grab samples to be representative of the lots or piles sampled.
- d. Requests for an appointment to visually inspect and/or to take samples of the material must be made in writing or by facsimile submission on company letterhead to the point of contact identified in Section J.2 Storage Locations, at least ten (10) working days prior to the date of the requested inspection and/or sampling. Requests shall include the name and title of each individual wishing to visually inspect the material and/or to take samples. Offerors will be notified by telephone of the date the material will be available for inspection and/or sampling. The Government reserves the right to limit the number of individuals granted access to the depot.
- e. Offerors, their agents and representatives shall comply at all times with the rules of the storage location.
- f. The Offerors shall provide the Government with any analyses derived from the grab sample(s).

#### **A.8 Foreign Trade Statistics Regulations (MAR 02)**

- a. The Contractor shall determine any export license requirements, obtain any export license or other official authorization required for export, and carry out any U.S. Customs formalities for the export of any material awarded under this Agreement.
- b. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15

CFR Parts 30 and 732 (as amended by 65 FR 42556-42575, July 10, 2000 or any subsequent rule making).

- c. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either --
  - 1. Engage a United States forwarding agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
  - 2. Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
- d. The Defense National Stockpile Center shall not be named as the United States Principal Party in Interest and will not execute any Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

**SECTION B – PREQUALIFICATION (JUN 99)**

1. Quoters must be pre-qualified in order to submit Quotes and be considered for award. Quoters must also receive pre-approval for payment terms.
2. Quoters shall complete the following documents and submit them to the address shown in paragraph 4, below:
  - a. Basic Ordering Agreement (See page 2); and
  - b. Sections I.4 through I.7.
3. Quoters shall submit copies of the most recent income statement and balance sheet for the company and any other documentation that will verify their financial level of business transactions; e.g., a list of references.
4. Quoters shall submit the documentation to the following address/facsimile number:

Attn: Ferrochromium Contract Specialist, DNSC-C  
Defense National Stockpile Center  
8725 John J. Kingman Road, STE 3229  
Fort Belvoir, VA 22060-6223  
Fax: (703) 767-5484 or (703) 767-5494
5. The Government will evaluate the documentation to determine whether or not the Quoter is considered responsible and eligible for award and whether DNSC will extend payment terms. Quoters will not be pre-qualified or eligible for payment terms unless the Contracting Officer makes an affirmative determination of responsibility.
6. To be determined responsible, Quoters shall have adequate financial resources, a satisfactory performance record with DNSC, and a satisfactory record of integrity and ethics. For example, a Quoter may be determined to be non-responsible and ineligible to submit Quotes under this Agreement if there is a record of poor payment (e.g., checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time). In addition to looking at past performance, DNSC will also review the current Dun & Bradstreet report.
7. If the Contracting Officer determines that the Quoter is responsible, the Contracting Officer will sign the Agreement and return one copy to the Quoter. The Contracting Officer will also transmit an Acceptance Letter that will set forth the financial exposure limit and identify whether or not any requested terms have been granted.
8. The Quoter will not be eligible to submit Quotes until receipt of the Agreement signed by the Contracting Officer.

9. DNSC may require the Contractor to submit updated information at any time during the Agreement period.

10. Quoters shall be required to re-qualify annually.

## **SECTION C – QUOTES**

### **C.1 Submission of Quotes (JUN 99)**

- a. The Government will post any material being offered for sale on its web site, <https://www.dnsc.dla.mil> on Tuesdays by 11:30 a.m., local time, Ft. Belvoir, VA.
- b. All pre-qualified Quoters are invited to quote.
- c. Quotes and modifications shall be submitted by facsimile in accordance with Section C.6.
- d. Quoters shall submit Quotes on Section I.1, Quote/Award Form. Quotes shall be faxed to: (703) 767-5541, ATTENTION: FERROCHROMIUM Contract Specialist.
- e. Section I.1 shall include the date of the Request for Quote and shall contain only the following additional information:
  - (i) Item;
  - (ii) Commodity;
  - (iii) Quantity;
  - (iv) the unit price (see Section C.3, Offer Price);
  - (v) company name; and,
  - (vi) title and signature of authorized Contractor's representative.
- f. Quoters seeking to alter the provisions of the BOA or other terms previously agreed upon shall be considered nonresponsive and ineligible for award.
- g. Quotes must be received by 11:30 a.m., local time, Ft. Belvoir, VA the day following the Offering (Wednesday) and shall remain valid for two business days after the time set for receipt of quotes.
- h. If its quote is accepted by the Government within two business days after the time set for receipt of Quotes, the Quoter agrees to purchase any or all material quoted on at the price quoted and to take delivery within the removal period specified in the executed Section I.1. Quote/Award Form.

### **C.2 Web Site Information: (JAN 02)**

- a. The Government shall not be responsible for any technical problems related to the publication of the Request for Quotes on the Internet, including but not limited to, any difficulties in accessing the site.



- b. Quoters experiencing problems accessing the web site on sales for any given day should contact one of the following:

Alicia Turrentine (703) 767-6515  
James Jenkins (703) 767-6529

- c. Quoters needing additional information on sales for any given day should contact one of the following:

Rossell Beckett (703) 767-5402  
Martha Hochberg (703) 767-5503 or  
DNSC Contracting (703) 767-6500

- d. The Government shall not be responsible for any technical problems related to the publication of the Requests for Quotes on the Internet, including but not limited to difficulties encountered by Quoters in attempting to access the requests. Widespread access difficulties or other compromises of the Quote process may provide grounds for canceling a Request for Quotes.
- e. **Note: Adobe Acrobat Reader is required to view the attachments on the web site (i.e. Basic Ordering Agreement, Quote Form.) Adobe Acrobat Reader is available to download through the Internet at [www.adobe.com](http://www.adobe.com). There is no charge to download this program.**

### C.3 Offer Price (JUN 99)

Quotes shall be expressed as a fixed dollar and cents value on either a per short ton contained chromium (STCr) basis for bulk piles or on a per pound contained chromium (LBCr) basis for drummed material.

### C.4 Minimum Quantity (JAN 02)

- a. The **minimum** quantity to be offered for **piled material** shall be 500 ST.
- b. The **minimum** quantity to be offered and considered for award for **drummed material** is an entire item.

### C.5 Late Submissions, and Modifications of Quotes (JUN 99)

- a. Any Quote received at the office designated in the Agreement after the exact time specified for receipt of Quotes will not be considered unless it is received before award is made and –
- (1) There is acceptable evidence to establish that it was received at the activity designated for receipt of Quotes and was under the Government's control prior to

the time set for receipt of Quotes, and the Contracting Officer determines that accepting the late quote would not unduly delay the sale; or

(2) It is the only quote received.

- b. Any modification to a quote, including a modification resulting from the Contracting Officer's request for confirmation, is subject to the same conditions stated in subparagraph a. of this provision.
- c. The only acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the facsimile machine, or oral testimony or statement of Government personnel.
- d. Notwithstanding paragraph a. of this provision, a late modification of an otherwise successful Quote that makes its terms more favorable to the Government will be considered if it is received at any time prior to award and may be accepted.
- e. If an emergency or unanticipated event interrupts normal Government processes so that Quotes cannot be received at the office designated for receipt of Quotes by the exact time specified in the Agreement and the Government is unable to provide timely notice of an extension of the time set for receipt of Quotes, the Request for Quotes for that day will be deemed cancelled.

#### **C.6 Facsimile Submissions (JUN 99)**

Facsimile Quotes and modifications will be accepted any time prior to the exact time set for receipt of Quotes. Facsimile withdrawals will be accepted any time before the time set for receipt of Quotes. **Quoters must submit Quotes to facsimile number (703) 767-5541.**

- a. Definition: "Facsimile submission," as used in this Agreement, means a written quote, modification of a quote, or withdrawal of a quote that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- b. Quoters must submit facsimile submissions as a response to this Agreement. These responses must arrive at the designated place, by the time specified in the Agreement.
- c. Facsimile submissions that fail to furnish required information, that reject any of the terms, conditions, and provision of the Agreement, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- d. Facsimile submissions must contain the required signatures.
- e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the apparently successful Quoter agrees to promptly submit the complete original signed submission.

- f. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:
  - (1) Receipt of garbled or incomplete submission.
  - (2) Availability or condition of the receiving facsimile equipment.
  - (3) Incompatibility between the sending and receiving equipment.
  - (4) Delay in transmission or receipt of submission.
  - (5) Failure of the Quoter to properly identify the submission.
  - (6) Illegibility of submission.
  - (7) Security of submission data.

#### **C.7 Consideration of Quotes (JUN 99)**

- a. The Government reserves the right to –
  - (1) Reject any or all Quotes;
  - (2) Waive any informalities and minor irregularities in a Quote;
  - (3) Award a quantity less than the quantity quoted at the unit price quoted;
  - (4) Accept any one item or group of items in a Quote, as may be in the best interest of the Government;
- b. Quoters may submit multiple Quotes for multiple quantities at various unit prices and may specify a maximum quantity.

#### **C.8 Responsiveness of Quotes (JUN 99)**

- a. To be considered for award, quotes must be responsive. A responsive quote is one that **fully complies** with the terms of the Agreement and in which the intent of the Quoter is clear on its face.
- b. A quote must clearly state the unit price (fixed price only) for each line item.
- c. Any quote that requires the Government to exercise judgement with respect to quantity or price will render the quote nonresponsive and ineligible for award. For example,

failure to fill in the unit price for **each** line item on the Quote/Award Form for which a quote is submitted may render the quote(s) nonresponsive and ineligible for award.

d. Any quote submitted for less than the minimum quantity set forth in C.4 shall be rendered nonresponsive.

e. Any quote that does not include **I.1 Award/Quote Form** fully executed (filled out and signed) will be rendered nonresponsive unless:

(1) The Quoter accepts all terms and conditions of the Agreement; and

(2) Award on the quote would result in a binding contract with terms and conditions that do not vary from the terms and conditions of this Agreement.

f. Quotes that reject, modify or add terms, conditions or provisions shall render the quote nonresponsive and ineligible for award.

#### **C.9 Evaluation of Quotes (JUN 99)**

a. Quotes will be evaluated on the basis of price alone.

b. To participate in sales and be considered for award, Quoters must be pre-qualified in accordance with Section B.

#### **C.10 Tie Quote Procedures (JUN 99)**

In the event that quotes of an equal unit price are received and there is insufficient quantity of material offered to satisfy all tie quotes, lots will be drawn to determine the successful quoter for the material.

#### **C.11 Contract Award (JUN 99)**

A written award or acceptance of a quote signed by the Contracting Officer and furnished to the successful Quoter(s) within two business days of the time set for receipt of Quotes shall result in a binding contract incorporating all the terms and conditions of the Agreement unless otherwise stated in the executed Section I.1 Quote/Award Form.

#### **C.12 Unsuccessful Quoters (JUN 99)**

The Contract Specialist will notify unsuccessful Quoters telephonically at the earliest practicable time.

**SECTION D – PAYMENT****D.1 Payment (FEB 98)**

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, company or bank check.
  - (1) Wire transfer payment shall be made in accordance with instructions in Section J.5. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, transfer/shipment of material may be delayed by up to one week or the wire transfer may be returned to the sender.
  - (2) All checks must be drawn on a U.S. Domestic bank or on a United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**
- c. Payment shall be made to the **Defense Finance and Accounting Service – Columbus (DFAS – Columbus)**. If a check is not made payable to DFAS – Columbus, the check may be returned and the \$100.00 fee stated in **D.1.b(2)** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number (if any), and a description of the material purchased**. Payments without the required identification may be returned and transfer/shipment delayed. Payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable  
Defense National Stockpile Center  
8725 John J Kingman Road, STE 3229  
Fort Belvoir, VA 22060-6223
- d. Invoices issued for material adjustments, for variations in quantity or weight, late fees, or interest shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a “demand” letter, demanding payment of the outstanding amount. If all moneys due are not paid within 30 calendar days after the date of the Government’s demand letter, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be shipped until all delinquent charges are paid. (See Sections F.1a. and G.11.)

**D.2 Payment Due Date (JUN 99)**

- a. Payment due dates will be applied as follows:
  - (i) If payment terms are not extended, payment will be made before shipment of material and before the end of the contract period specified in the executed Section I.1 Quote/Award Form.
  - (ii) If payment terms are approved, the Contractor shall pay the Government the full amount of **each** shipment no later than 30 calendar days after receipt of current, accurate, and complete Shipping Instructions. If the Contractor fails to make prompt payment, the Government, at its sole discretion, may revoke payment terms. DNSC will monitor payment terms closely.
- b. If payment is not received by 11:00 a.m. local time, on the payment due date, payment will not be credited until the next Government business day. Interest and late fees will accrue accordingly.
- c. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

**D.3 Interest (JUN 99)**

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph b. below.
- b. Amounts shall be due at the earliest of the following dates:
  - (1) The final day of the contract period specified in Section I.1 Quote/Award Form or
  - (2) The date of the first written demand for payment under the contract.

## **SECTION E – MATERIAL REMOVAL**

### **E.1 Removal of Material ( JAN 02)**

- a. The Contractor shall remove the material based upon the quantity awarded. The contract period begins on the date of contract award. The periods are as follows:

Bulk Piles: 0 to 7,000 Short Tons - 30 calendar days  
7,001 to 14,000 Short Tons - 60 calendar days  
14,001 Short Tons and over - 90 calendar days

Drummed Material: 0 to 500,000 Pounds - 30 calendar days  
500,001 Pounds and over - 60 calendar days

- b. If the Contractor fails to pay for and remove the material on or before the last day of the contract removal period, the Contractor will be considered delinquent and no material will be shipped until payment has been received.
- c. The contract performance period includes Saturday, Sunday, and holidays. If the last day of the contract period is a Saturday, Sunday, or a holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

### **E.2 Storage Charges (JUL 97)**

- a. Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section G.8 Default of the Solicitation.
- b. The storage charge is the greater of the following: (1) **\$0.0075 per LBCr for low carbon and \$15.61 per STCr for high carbon** (if a fraction of either unit remains, the charge will be for a full unit of either low or high carbon, as applicable) per 30 day period regardless of whether the material remains in storage a period of 30 days or less than 30 days; or (2) commercial storage charges, if applicable.
- c. Storage charges will be invoiced upon shipment. Payment shall be made promptly.
- d. Payment of storage charges shall not relieve the Contractor of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government's right to default the Contractor for failure to remove the material (See Section G.8 Default).

## **SECTION F – SHIPPING**

### **F.1 Request for Shipment (JAN 02)**

a. For low or high carbon ferrochromium stored in piles, handling and outloading will be by and at the expense of the Contractor. For the low or high carbon ferrochromium stored in drums, delivery is F.O.B. carrier's conveyance. At least **five (5)** working days prior to the date shipment is required to commence the Contractor shall furnish to the designated depot commercial bills of lading. Simultaneously the Contractor shall complete and fax the form in Section J.3 Shipping Instructions to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in Section I.6 as being authorized to request shipment of material on behalf of the Contractor. **No material will be released under the provisions of this or any other contract the Contractor has with DNSC until all outstanding delinquent charges and payments have been satisfied.**

b. "Shipping Instructions" shall include the following:

- (1) Quantity of material to be released.
- (2) Designation of type and kind of conveyance.
- (3) Name of the carrier (please include a telephone number where this contact can be reached).
- (4) "Ship to" location.
- (5) Minimum load per conveyance (optional)
- (6) Desired shipping schedule.
- (7) Name and telephone number of an agent who can furnish additional shipping information if needed.
- (8) Sampler and Sampling Location (must be mutually agreeable to the Government).
- (9) Any additional pertinent information.

c. The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract removal period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the address specified in Section **J.2**.

d. If outloading for drum material is to be accomplished by truck, the Government will provide lumber and nails from available stock if requested by the Contractor's designee/driver. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government will not block, chock, brace, lash, band, or in any manner secure the cargo on the Contractor's conveyance(s). The Contractor's designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Contractor.

e. If outloading of drum material is to be accomplished by rail, the Government will provide materials and will block, chock, brace, and/or band as necessary to secure the cargo. The Government will not be responsible for demurrage charges.

f. Contractor will be responsible for demurrage charges, damage to rail tracks and switches, or any costs associated with derailment.



g. The Contractor, its agent and employees shall comply with all applicable rules at the storage depot; Federal, state and local load limitations; and all safety, health, and environmental requirements.

h. Requests for shipment shall be for a minimum of **300 ST for material stored in piles, or the remaining balance at a location if less than 300 ST remain; or for an entire item for material stored in drums.** Shipping instructions and information requested in paragraph b., above, are to be furnished to the following address:

ATTN: Ferrochromium Contracting Officer, DNSC-C  
Defense National Stockpile Center  
8725 John J. Kingman Road, STE 3229  
Ft. Belvoir, VA 22060-6223  
Facsimile Number: (703) 767-5484

i. The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.

j. The Contractor shall pay \$100 per day if the Contractor's conveyance fails to report to an unstaffed storage location as scheduled. See Section J.2 for identification of unstaffed locations.

## **F.2 Insurance Requirements (APR 95)**

The Contractor shall procure and maintain, and require any subcontractor to procure and maintain, during the entire period of performance under this contract, such insurance as stipulated herein.

a. Workers' compensation and employer's liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

c. Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## **F.3 Weighing of Low or High Carbon Ferrochromium Stored in Piles (JAN 95)**

a. Conveyance (truck, van, or railroad cars as applicable by location) shall be light (tare) and heavy weighed (gross), with the tare weight of the conveyance deducted to arrive at the net weight of the material. The stenciled tare weight of a railroad car and the actual tare weight of trucks or vans shall be used. Weighing shall be done by and at the expense of the contractor. All weighing shall be witnessed by a Government representative, with the exception of weighing on

railroad scales which will be witnessed by the railroad. Weighing shall be done on the nearest railroad scale or nearest public truck scale.

b. A Government representative shall certify the correctness of the weighing method used and that the truck scales have been inspected and certified. The contractor will provide certified scale tickets within ten working days after the entire requested release quantity has been shipped, or at the end of each week's shipment, whichever is sooner.

c. Weight certificates shall be provided at the expense of the Government. Scale tickets shall be provided by the contractor to the Government representative on site. Outbound Storage Reports will be issued by the Government and will be final for payment.

#### **F.4 Outloading/Weighing of Low or High Carbon Ferrochromium in Drums (JAN 95)**

a. No weighing of material will be performed by the Government. The Government weights of record shall govern. The Contractor may elect to have a representative present to witness the outloading.

b. Weight certificates shall be provided at the expense of the Government. Outbound Storage Reports will be issued by the Government and will be final for payment purposes.

c. In the event that any broken containers are detected at time of shipment, these will be overpackaged by the Government at the Government's expense prior to outloading. If no loss is discernible, the weight of record with the Government shall govern for that item and shall be final for payment.

#### **F.5 Weight Discrepancy (APR 02) (Applies only to Ferrochromium Stored in Drums)**

a. If the Contractor's weights for the material delivered vary from the Government's certified weights by more than one-half of one percent, the Contractor may give notice of such difference to the Contracting Officer within **five (5)** working days (exclusive of Saturdays, Sundays, and Government holidays) after receipt of the material at destination, requesting that the material be reweighed. In that case, the Contractor shall segregate the shipment in question and hold it intact pending reweighing. The entire shipment shall be reweighed by the Contractor at its expense, in the presence of and in the manner approved by a Government representative, using scales approved by the Government representative. If the weight varies from the Government's certified weight by greater than one-fourth of one percent, plus or minus, that weight shall govern for payment purposes. If the weight determined by reweighing does not vary from the Government's certified weight by greater than one-fourth of one percent, plus or minus, the Government's certified weight shall be final for payment purposes.

b. No adjustment shall be considered or made in accordance with the above paragraph unless notice is given by the Contractor to the Contracting Officer within the time specified above and all other requirements of the paragraph are complied with.

**F.6 Assumption of Risk and Disclaimer of Liability (JAN 02)**

The Contractor and its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this material by the Contractor, Contractor's employees, or any person subject to Contractor's control. The Government assumes no liability for any damages to the property of the Contractor, any other person or property, or any personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to Contractor's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance.

**F.7 Adjustment for Variation in Quantity or Weight (JAN 95)**

The Government reserves the right to vary the quantity or weight delivered by 10% for bulk material and 2% for drummed material from the quantity or weight listed in the Solicitation and the Contractor agrees to accept delivery of any quantity or weight within these limits. The contract price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered.

**F.8 Environmental Protection (JUN 95)****a. Transportation Requirements**

(1) The transportation of hazardous material is governed by Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 Code of Federal Regulations, Parts 170-189). If the material being transported is covered by DOT Regulations, the Contractor or its agent is responsible for certifying to DOT that hazardous materials are properly classified, described, packaged, marked, and labeled and are in a condition safe to transport based on the Contractor's or its agent's own examination of the material. (See especially 49 CFR 173.7(a)(1).)

(2) The Government reserves the right to conduct reasonable inspection of the Contractor's or its agent's transportation conveyances or other equipment utilized to effect removal of the material purchased under this Solicitation. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agent shall provide Government representatives with access and any reasonable assistance required to conduct this inspection.

**b. Material Safety Data Sheets**

(1) Offerors are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, ordinances, and regulations (including obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.

(2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard - 29 CFR 1910.1200 are incorporated herein. (See Section **J.4**) This data provides specific toxicity and health related data for the protection of human health and the environment.

Offerors should review this information carefully. It is the responsibility of the Contractor to further communicate this information to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.

(3) Offerors shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically sections 1910.1000 through 1050. These occupational standards set standards for permissible exposures, methods of compliance, personal protective equipment, and other measures that must be taken when working with, or in proximity to, hazardous materials, chemicals and substances in the United States and its territories and possessions.

**c. Use and Disposition**

(1) The Contractor certifies that it shall use and ultimately dispose of any hazardous material purchased under this Solicitation in accordance with all applicable Federal, state, local and international laws and regulations and in a manner safe for the public and the environment.

(2) The material offered under this Solicitation is not, in its present form, subject to EPA Hazardous Waste Regulations (40 CFR Part 260, et seq.) issued under the Resource Conservation and Recovery Act. However, it is possible that use of this material will lead to the creation of a hazardous waste. 40 CFR Part 260, et seq., details the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. Failure to comply with these regulations can lead to civil and criminal penalties.

(3) The wood pallets or materials used to package the commodity sold under this Solicitation may have been treated with a wood preservative to protect it from insect attack and decay. These preservatives penetrate and remain in the wood for a long time and may pose certain hazards if precautions are not taken during the handling, use, and disposal of these treated wood products. Treated wood products should not be burned in open fires. Contractors are encouraged to seek advice on proper disposal from the local environmental protection agency.

**F.9 Sampling of Material after Award (JAN 01)**

**a.** In the event sampling is desired under a resultant contract, the offeror shall submit the request for approval of its designated sampler/analyst with its offer at time of pre-qualification. If the sampler/analyst has not been previously approved, then a sampling plan developed by the sampler/analyst is also required.

**b.** Prior to commencement of sampling, ten (10) working days notice is required. Notice shall be in writing or by facsimile submission on company letterhead to the point of contact identified in Section J.2 Storage Locations. (Also see Section A.6 Inspection/Sampling.) All material shall be sampled by a DNSC approved sampler/analyst at a mutually agreed upon location and analyzed by the approved sampler/analyst at the Contractor's expense. The approved sampler's/analyst's results shall be used for final payment purposes and for any price adjustments under the contract. Copies of all results shall be forwarded to the DNSC Quality Assurance Division.

**SECTION G – CONTRACT ADMINISTRATION DATA****G.1 Effective Period (JAN 95)**

This Agreement shall be in effect until withdrawn by the Government or superseded by another Agreement.

**G.2 Amendments and Modifications (JAN 95)**

- a. Changes in terms and conditions of this Agreement shall be accomplished by written amendment signed by the Contracting Officer only.
- b. Changes in terms and conditions of any resulting contract shall be accomplished only by written modification signed by the Contracting Officer.

**G.3 Title (OCT 01)**

Title to the material shall pass to the Contractor upon payment or shipment of material, whichever comes first.

**G.4 Risk of Loss (MAR 02)**

- a. Prior to payment or shipment of material, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- b. After payment or shipment of material, all risk of loss, damage or destruction from any cause whatsoever shall be borne by the Contractor.

**G.5 Limitation on Government's Liability (JAN 95)**

- a. Except as provided in paragraph b. in any case where liability of the Government to the contractor has been established, the measure of the Government's liability shall not exceed refund of whatever portion of the purchase price the Contractor has paid.
- b. Where specifically authorized in writing by the Contracting Officer, the Contractor may recover reasonable costs of packing, loading, and transportation incurred in connection with return of material to the Government.

**G.6 Protests (JUN 99)**

**a.** Companies protesting any resultant sale under this solicitation may file a protest 1) with the Contracting Officer (see paragraph d.1) , or 2) with the General Accounting Office (see paragraph e), or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer (see paragraph d.2). Protests filed with the activity should be addressed to the Contracting Officer, but should clearly state that they are an “Agency Level Protest under Executive Order 12979.” (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer’s decision on a protest filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

**b. Protests Based on Alleged Improprieties in Solicitation**

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In sales where proposals are requested, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation. A protest by any person concerning the terms of this Agreement shall be filed before that person submits a completed Basic Ordering Agreement package as specified in Section B. Protests concerning the terms of any request for Quotes hereunder shall be filed prior to the time set for receipt of Quotes.

**c. Other Protests**

Protests other than those covered by paragraph b of this clause shall be filed not later than 10 calendar days after the basis of protest is known or should have been known (whichever is earlier).

**d. Service of Protest**

1. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

Attn: DNSC-C - (Insert name of the Contracting Officer)  
Defense National Stockpile Center  
8725 John J. Kingman Road, STE 3229  
Ft. Belvoir, VA 22060-6223

2. Protest shall be served on the DNSC for a decision at a level above the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

Attn: DNSC-C, Director, Directorate of  
Stockpile Contracts  
Defense National Stockpile Center  
8725 John J. Kingman Road, STE 3229  
Ft. Belvoir, VA 22060-6223

**e. Receipt of Protest**

A copy of the protest shall be received in the office designated above within one day of filing a protest with the GAO at the following address:

General Counsel  
Attn: Procurement Law Control Group  
U.S. General Accounting Office  
441 G Street, NW  
Washington, DC 20548

**G.7 Disputes (FEB 01)**

- a.** This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613).
- b.** Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- c.** "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph **d.(2)** below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this paragraph, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d.**
  - (1) A claim by the Contractor shall be made in writing and unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be by written decision of the Contracting Officer.
  - (2) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
    - (i) If the Contractor is an individual, the certification shall be executed by that individual.
    - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
    - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to a claim.
- e. For Contractor-certified claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

#### **G.8 Default (JAN 02)**

- a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –
  - (i) Make payment and remove the material within the time specified in this contract or any extension;
  - (ii) Remove the material within the time specified in this contract irrespective of whether or not payment has been made;
  - (iii) Make progress, so as to endanger performance of this contract; or
  - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract under a.(1)(iii) and a.(1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer



may allow), the Contractor shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.

(3) If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions, or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying a failure under this contract, prior to exercising its right to terminate this contract for default and seek damages.

- b. If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- c. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the material within 12 months, the Contractor may be held liable for the full contract damages on contracts where the contract price is determined on a formula-price basis, the Government will establish the contract price for the quantity of material on which the default has occurred as follows: Using the price mechanism set forth in the contract, the Government will set the price as though the material had been priced on the last day of the contract removal period or the date of the termination notice, whichever is earlier.
- d. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **G.9 Termination for Convenience of the Government (DEC 97)**

- a. The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.
- b. If a bona fide requirement for the material develops or exists prior to removal of the material from Government control, the Government may withdraw that material from the sale. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn material or such portion of the contract price as it may have received plus simple interest at the rate established by the Secretary of the Treasury.

**G.10 Excusable Delays (MAY 95)**

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which the cause prevented performance under the contract.
- b. This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if –
  - (1) the delay meets the criteria in paragraph a. above; and
  - (2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.
- c. The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

**G.11 Setoff of Funds (JUL 98)**

The Contractor agrees that the Government may use all or a portion of any monies received by Government to satisfy, in whole or in part, any debt (e.g. delinquent payments, interest or storage charges), arising out of this or any other transaction.

**G.12 Indemnification Agreement (JAN 02)**

The Contractor shall save and hold harmless and indemnify the Government against any and all liabilities, claims, and costs of any kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in conjunction with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work resulting from the acts or omissions of the Contractor, Contractor's employees, or any person subject to the Contractor's control in connection with the contract. Whether due to negligence or not of the Contractor, the Contractor agrees to reimburse the United States for any legal expenses (Including salaries of attorneys) incurred by the United States in defending any and all claims or suits against the United States, whether well founded or not, in any way whatsoever alleged to have arisen from the acts or omissions of the Contractor, Contractor's employees, or any person subject to the Contractor's control.

**G.13 Covenant Against Contingent Fees (JAN 95)**

- a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- c. "Bona fide employee," as used in the paragraph, means a person, employed by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- d. "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e. "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or office to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**SECTION H – DEFINITIONS (APR 02)**

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. The term “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- b. The terms “Quoter”, “Purchaser”, or “Contractor” may be used interchangeably.
- c. The term “Agreement” means the BOA, Acceptance Letter, Quote/Award Form and executed Agreement.
- d. The terms “shall” and “must” are used interchangeably.

**SECTION I – SUBMITTALS**

*The following clauses are self-certified by the quoter on the I.1 Quote/Award Form at the time of quote submission:*

- I.3 Certificate of Independent Price Determination (JAN 02)
- I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)

**COMPLETE AND RETURN THE FOLLOWING:**

**Basic Ordering Agreement Cover Page**

- I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)—Initial Submission
- I.5 Type of Business Organization (APR 96)
- I.6 Persons Authorized to Request Shipment of Material (FEB 98)
- I.7 Contractor's Billing Address (JUL 96)

## I.1 Quote/Award Form (APR 02)

QUOTE/AWARD FORM UNDER DLA-FERROCHROMIUM-004		CONTRACT NUMBER		PAGE 1 of	
FROM: _____ _____ _____ _____		TO: DEFENSE NATIONAL STOCKPILE CENTER ATTN: FERROCHROMIUM TEAM, DNSC-C3 8725 JOHN J. KINGMAN ROAD, SUITE 3229 FORT BELVOIR, VA 22060 FAX: (703) 767-5494			
DATE OF QUOTE:	PLEASE FAX QUOTE TO THE FOLLOWING NUMBER:  (703) 767-5541		INVOICE/PAYMENTS TO: ATTN: DNSC-R, ACCOUNTS RECEIVABLE DEFENSE NATIONAL STOCKPILE CENTER 8725 JOHN J. KINGMAN, SUITE 3229 FORT BELVOIR, VA 22060		
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Contractor identified below. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of the Basic Ordering Agreement (BOA), DLA-FERROCHROMIUM-004. In the event of a conflict between the terms of the BOA, the Acceptance Letter and the Quote/Award Form, the terms of the Quote/Award Form shall govern.					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Units)	UNIT	UNIT PRICE	TOTAL
	<p>CONTRACTOR QUOTE:</p> <p>Pursuant to Section C.3 -</p> <p>Quote/Unit Price Offered:</p> <p>Quote was prepared in accordance with I.3 and I.4 of the solicitation _____</p>				
		(Offeror's initials required)			
	<p>AWARD BY THE GOVERNMENT</p> <p>CONTRACT PERIOD EXPIRES ON:</p>				
EXECUTION BY CONTRACTOR		ACCEPTANCE BY GOVERNMENT			
DATE (Day, Month, Year)		UNITED STATES OF AMERICA BY:		DATE:	
NAME/SIGNATURE OF CONTRACTOR					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS QUOTE (Type or print name and title under signature)		NAME AND TITLE OF CONTRACTING OFFICIAL			
Telephone Number: _____		Name: _____			
Facsimile Number: _____		Title: _____			

## I.2 Shopping List (APR 02)

## A. Low Carbon

## 1. Carbon +/- 0.05%

Item	Location	Pile	Origin	Net Weight (Lbs)	Net Weight (ST)	LbsCr	STCr	Unit Price Per STCr	Quantity STCr	Total Offer Price
9	Ravenna, OH	22A	Domestic	7,860,730.00	3,930	5,224,241.15	2,612.12	\$		\$
Depot Total:				7,860,730.00	3,930	5,224,241.15	2,612.12			

## 2. Carbon &gt;0.05% &lt;0.10%

Item	Location	Pile	Origin	Net Weight (Lbs)	Net Weight (ST)	LbsCr	STCr	Unit Price Per STCr	Quantity STCr	Total Offer Price
3	Ravenna, Oh	023	Domestic	992,820.00	496	687,130.72	343.57	\$		\$
Depot Total:				992,820.00	496	687,130.72	343.57			

Item	Location	Pile	Origin	Net Weight (Lbs)	Net Weight (ST)	LbsCr	STCr	Unit Price Per STCr	Quantity STCr	Total Offer Price
5	Warren, OH	002	Domestic	14,672,000.00	7,336	10,128,081.60	5,064.04	\$		\$
6	Warren, OH	037	Domestic	9,614,180.00	4,807	6,430,076.96	3,215.04			
Depot Total:				24,286,180.00	12,143	16,558,158.56	8,279.08			
Grand Total:				33,139,730.00	16,569	22,469,530.43	11,234.77			

I.2 Shopping List (APR 02)  
B. High Carbon

Item	Location	Pile	Origin	Net Weight (Lbs)	Net Weight ST	Net Weight STCr	Unit Price Per STCr	Quantity STCr	Total Offer Price
1	WARREN, OH	2	DOMESTIC	68,555,800.00	34,277.90	2,323.13	\$		\$
2	WARREN, OH	19	JAPAN	3,231,280.00	1,615.64	1,133.85	\$		\$
3	WARREN, OH	20	ITALY	6,372,900.00	3,186.45	2,223.18	\$		\$
4	WARREN, OH	21	SOUTH AFRICA	1,472,100.00	736.05	526.12	\$		\$
5	WARREN, OH	22	SWEDEN	557,120.00	278.56	190.47	\$		\$
							\$		\$
Depot Total:				80,189,200.00	40,094.60	6,396.75			



**I.3 Certificate of Independent Price Determination (JAN 02)**

- a. The Contractor certifies that:
  - (1) The prices in each quote have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Quoters or competitor relating to (i) each quote, (ii) the intention to submit a quote, or (iii) the methods or factors used to calculate the price quoted;
  - (2) The prices in each quote have not been and will not be knowingly disclosed by the Quoter, directly or indirectly, to any other Quoter or competitor before contract award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Quoter to induce any other concern to submit or not to submit a quote for purposes of restricting competition.
- b. Each signature on the quote is considered to be a certification by the signatory that the signatory:
  - (1) Is the person in the Quoter's organization responsible for determining the prices being quoted, and that the signatory has not participated and will not participate in any action contrary to subparagraph a.(1) through a.(3) above; or
  - (2)(i) Has been authorized, in writing, to act as agent;
    - (ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above.
- c. If the Quoter deletes or modifies subparagraph a.(2) above, the Quoter must furnish with its Quote a signed statement setting forth in detail the circumstances of the disclosure.

**I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)**

- a. (1) The Contractor certifies, to the best of its knowledge and belief, that –
- (i) The Contractor and/or any of its Principals –
    - (A) Are (\_\_\_\_) are not (\_\_\_\_) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have (\_\_\_\_) have not (\_\_\_\_), within a three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of quotes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statement, or receiving stolen property; and
    - (C) Are (\_\_\_\_) are not (\_\_\_\_) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision a.(1)(i)(B) of this provision.
    - (D) Are (\_\_\_\_) are not (\_\_\_\_) presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;
    - (E) Have (\_\_\_\_) have not (\_\_\_\_) within the three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for violation of a Federal, state or local environmental statute or regulation.
  - (ii) The Contractor has (\_\_\_\_) has not (\_\_\_\_), within a three-year period preceding this Agreement, had one or more contracts terminated for default by any Federal agency.
- (2) “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

- (3) If the Contractor answers affirmatively to anything in a.(1), above, the Contractor shall include in its Agreement an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- b. The Contractor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this Agreement. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting officer may render the Contractor nonresponsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith, the certification required by paragraph a. of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph a. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Agreement for default.

#### **I.5 Type of Business Organization (APR 96)**

The Contractor represents that –

- a. It operates as ( ) a corporation incorporated under the laws of the State of \_\_\_\_\_, ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, or ( ) a joint venture.
- b. If the Contractor is a foreign entity, it operates as ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a joint venture, or ( ) a corporation registered for business in \_\_\_\_\_ (country)

- c. If the Contractor is a corporation, it is ( ) independent (not owned or controlled by another company), ( ) owned or controlled by \_\_\_\_\_ corporation company registered for business in \_\_\_\_\_ (state/country).
- d. If the Contractor is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): \_\_\_\_\_
- e. The Contractor agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

**I.6 Persons Authorized to Request Transfer/Shipment of Material (FEB 98)**

The Contractor shall provide the name(s), title(s), signature(s), and telephone number(s) of representative(s) authorized to sign Section J.2 Transfer/Shipping Instructions:

---

Typed Name

---

Title

---

Signature

---

Telephone

---

Typed Name

---

Title

---

Signature

---

Telephone

---

Typed Name

---

Title

---

Signature

---

Telephone

**I.7 Contractor's Billing Address (JUL 96)**

The Contractor shall provide its billing address and billing facsimile number below, if different from the address in Section I.1 Quote/Award Form.

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**SECTION J – LIST OF ATTACHMENTS**

- J.1     Analysis of Material (APR 02)**
- J.2     Storage Locations (APR 02)**
- J.3     Shipping Instructions (JAN 95)**
- J.4     Material Safety Data Sheets**
- J.5     Fedwire Procedures (JAN 95)**

## DLA-FERROCHROMIUM-004

## J.1 Analysis of Material (APR 02)

## A. Low Carbon

1. Carbon  $\leq 0.05\%$ 

Item	Location	Pile	Origin	Net Weight (Lbs)	Net Weight (ST)	LbsCr	STCr	Cr	C	Si	P	S
9	Ravenna, OH	22A	Domestic	7,860,730.00	3,930	5,224,241.15	2,612.12	66.46%	0.05%	0.63%	0.01%	0.02%
Depot Total:				7,860,730.00	3,930	5,224,241.15	2,612.12					

2. Carbon  $>0.05\% < 0.10\%$ 

Item	Location	Pile	Origin	Net Weight (LBS)	Net Weight (ST)	LbsCr	STCr	Cr	C	Si	P	S
3	Ravenna, Oh	023	Domestic	992,820.00	496	687,130.72	343.57	69.21%	0.06%	0.53%	0.02%	0.01%
Depot Total:				992,820.00	496	687,130.72	343.57					

Item	Location	Pile	Origin	Net Weight (Lbs)	Net Weight (ST)	LbsCr	STCr	Cr	C	Si	P	S
5	Warren, OH	002	Domestic	14,672,000.00	7,336	10,128,081.60	5,064.04	69.03%	0.07%	0.66%	0.02%	0.03%
6	Warren, OH	037	Domestic	9,614,180.00	4,807	6,430,076.96	3,215.04	66.88%	0.07%	0.72%	0.01%	0.01%
Depot Total:				24,286,180.00	12,143	16,558,158.56	8,279.08					
Grand Total:				33,139,730.00	16,569	22,469,530.43	11,234.77					

J.1 Analysis of Material (APR 02)  
B. High Carbon

Item	Location	Pile	Origin	Net Weight (Lbs)	Net Weight ST	Net Weight STCr	Cr	C	Si	P	S
1	WARREN, OH	2	DOMESTIC	68,555,800.00	34,277.90	2,323.13	67.77%	5.24%	1.11%	0.01%	0.05%
2	WARREN, OH	19	JAPAN	3,231,280.00	1,615.64	1,133.85	70.18%	5.11%	0.30%	0.02%	0.01%
3	WARREN, OH	20	ITALY	6,372,900.00	3,186.45	2,223.18	69.77%	5.08%	0.91%	0.02%	0.02%
4	WARREN, OH	21	SOUTH AFRICA	1,472,100.00	736.05	526.12	71.48%	5.08%	0.81%	0.02%	0.01%
5	WARREN, OH	22	SWEDEN	557,120.00	278.56	190.47	68.38%	5.38%	0.94%	0.02%	0.01%
Depot Total:				80,189,200.00	40,094.60	6,396.75					



## DLA-FERROCHROMIUM-004

### J.2 Storage Locations (APR 02)

Location	Operational Status	Days	Hours	Accessibility	Responsible Depot	Depot Manager
Warren, OH	Staffed	Monday - Friday	0730 - 1430	Truck / Rail	Warren, OH	Jack Pittano Phone: (330) 652-1456
Ravenna, OH	Un-Staffed	Monday - Friday	0745 - 1430	Truck /	Warren, Oh	Jack Pittano Phone: (330) 652-1456
<i>Note 1: Prior arrangements required before material can be shipped</i>						

#### Point of Contact

Attn: Robert F Clark  
Defense Logistics Agency  
Defense National Stockpile Center  
8725 John J Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223

Telephone Number: (703) 767-7614

Facsimile Number: (703) 767-7608

### J.3 Shipping Instructions (JAN 95)

DLA-FERROCHROMIUM-004

Shipping Request Number: \_\_\_\_\_

## SHIPPING INSTRUCTIONS

1. a. Contractor: \_\_\_\_\_

b. Point of Contact: \_\_\_\_\_ c. Telephone No.: \_\_\_\_\_

2. a. DNSC Contract No \_\_\_\_\_ b. Commodity: \_\_\_\_\_

3. Item/Pile: \_\_\_\_\_

4. Depot: \_\_\_\_\_

5. a. Quantity: \_\_\_\_\_

b. Unit Price: \_\_\_\_\_ c. Total Dollar Value: \_\_\_\_\_

6. Shipping Method: \_\_\_\_\_

7. a. Carrier Name: \_\_\_\_\_

b. Point of Contact: \_\_\_\_\_ c. Telephone No.: \_\_\_\_\_

8. Date Shipment Desired: \_\_\_\_\_

9. Ship To: \_\_\_\_\_

\_\_\_\_\_

10. Minimum Load: \_\_\_\_\_

11. a. Outloader: \_\_\_\_\_ b. Telephone No.: \_\_\_\_\_

12. a. Sampler: \_\_\_\_\_ b. Telephone No.: \_\_\_\_\_

13. Copy of Payment Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

14. Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15. Contractor's Signature: \_\_\_\_\_

Date

Telephone

16. Release Approved and Authorized: \_\_\_\_\_

Contracting Officer

Date

---

SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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DEFENSE LOGISTICS AGENCY  
DEFENSE NATIONAL STOCKPILE CENTER  
8725 JOHN J. KINGMAN ROAD  
SUITE 3339  
FORT BELVOIR, VA 22060-6223

EMERGENCY TELEPHONE NUMBER:  
1-800-424-9300 (NORTH AMERICA)  
1-703-527-3887 (INTERNATIONAL)

SUBSTANCE: FERROCHROMIUM, LOW CARBON

TRADE NAMES/SYNONYMS:  
DLANA385

PRODUCT USE: alloy

CREATION DATE: Jul 29 1992  
REVISION DATE: Mar 22 2001

---

SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

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COMPONENT: CHROMIUM  
CAS NUMBER: 7440-47-3  
EC NUMBER (EINECS): 231-157-5  
PERCENTAGE: >67.0

COMPONENT: SILICON  
CAS NUMBER: 7440-21-3  
EC NUMBER (EINECS): 231-130-8  
PERCENTAGE: <1.0

COMPONENT: CARBON  
CAS NUMBER: 7440-44-0  
EC NUMBER (EINECS): 231-153-3  
PERCENTAGE: <0.05

COMPONENT: PHOSPHORUS, WHITE  
CAS NUMBER: 7723-14-0  
EC NUMBER (EINECS): 231-768-7  
PERCENTAGE: <0.03

COMPONENT: SULFUR  
CAS NUMBER: 7704-34-9  
EC NUMBER (EINECS): 231-722-6  
PERCENTAGE: <0.025

---

SECTION 3 HAZARDS IDENTIFICATION

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NFPA RATINGS (SCALE 0-4): HEALTH=1 FIRE=0 REACTIVITY=0

**EMERGENCY OVERVIEW:**

**PHYSICAL DESCRIPTION:** Hard, dense lumps, bricks, briquettes or pellets.

**MAJOR HEALTH HAZARDS:** No significant target effects reported.

**POTENTIAL HEALTH EFFECTS:****INHALATION:**

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information on significant adverse effects

**SKIN CONTACT:**

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information on significant adverse effects

**EYE CONTACT:**

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information on significant adverse effects

**INGESTION:**

SHORT TERM EXPOSURE: no information on significant adverse effects

LONG TERM EXPOSURE: no information on significant adverse effects

**CARCINOGEN STATUS:**

OSHA: No

NTP: No

IARC: No

---

**SECTION 4 FIRST AID MEASURES**

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**INHALATION:** If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. Get immediate medical attention.

**SKIN CONTACT:** Wash skin with soap and water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention, if needed. Thoroughly clean and dry contaminated clothing and shoes before reuse.

**EYE CONTACT:** Flush eyes with plenty of water for at least 15 minutes. Then get immediate medical attention.

**INGESTION:** If a large amount is swallowed, get medical attention.

---

**SECTION 5 FIRE FIGHTING MEASURES**

---

**FIRE AND EXPLOSION HAZARDS:** Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode.

**EXTINGUISHING MEDIA:** dolomite, dry powder for metal fires, dry sand, graphite, soda ash, sodium chloride

**FIRE FIGHTING:** Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. For fires in cargo or storage area: Cool containers with water from unmanned hose holder or monitor nozzles until well after fire is out. If this is impossible then take the following precautions: Keep unnecessary people away, isolate hazard area and deny entry. Let the fire burn. Use extinguishing agents appropriate for surrounding fire. Avoid

inhalation of material or combustion by-products.

---

SECTION 6 ACCIDENTAL RELEASE MEASURES

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OCCUPATIONAL RELEASE:

Collect spilled material in appropriate container for disposal. Notify Local Emergency Planning Committee and State Emergency Response Commission for release greater than or equal to RQ (U.S. SARA Section 304). If release occurs in the U.S. and is reportable under CERCLA Section 103, notify the National Response Center at (800)424-8802 (USA) or (202)426-2675 (USA).

---

SECTION 7 HANDLING AND STORAGE

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STORAGE: Store and handle in accordance with all current regulations and standards. See original container for storage recommendations. Keep separated from incompatible substances.

HANDLING: Use methods to minimize dust.

---

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

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EXPOSURE LIMITS:

CHROMIUM:

- 1 mg/m3 OSHA TWA
- 0.5 mg/m3 ACGIH TWA
- 0.5 mg/m3 NIOSH recommended TWA 10 hour(s)
- 0.5 mg/m3 UK OES TWA

MEASUREMENT METHOD: Particulate filter; Acid; Flame atomic absorption spectrometry; NIOSH IV # 7024

VENTILATION: Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

EYE PROTECTION: Wear splash resistant safety goggles. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: Under conditions of frequent use or heavy exposure, respiratory protection may be needed. Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use.

Any dust, mist, and fume respirator.

Any air-purifying respirator with a high-efficiency particulate filter.

Any powered, air-purifying respirator with a dust, mist, and fume filter.

Any powered, air-purifying respirator with a high-efficiency particulate filter.

For Unknown Concentrations or Immediately Dangerous to Life or Health -

Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply.

Any self-contained breathing apparatus with a full facepiece.

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## SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

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PHYSICAL DESCRIPTION: Hard, dense lumps, bricks, briquettes or pellets.

BOILING POINT: Not applicable

MELTING POINT: Not available

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY: Not available

WATER SOLUBILITY: Not available

PH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

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## SECTION 10 STABILITY AND REACTIVITY

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REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: bases, oxidizing materials, halogens, peroxides, metals

### CHROMIUM:

ALKALI CARBONATES: Attacked.

ALKALIES (CAUSTIC): Attacked.

AMMONIUM NITRATE (FUSED): Violent or explosive reaction.

BROMINE PENTAFLUORIDE: Violent reaction and possible ignition.

HYDROGEN PEROXIDE: Violent decomposition reaction.

LITHIUM (MOLTEN): Vigorous reaction at elevated temperatures.

NITROGEN OXIDE: Incandescent reaction.

OXIDIZERS (STRONG): Fire and explosion hazard.

POTASSIUM CHLORATE (FUSED): Vigorous incandescent reaction.

SULPHUR DIOXIDE: Incandescent reaction.

### HAZARDOUS DECOMPOSITION:

Thermal decomposition products: miscellaneous decomposition products

POLYMERIZATION: Will not polymerize.

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## SECTION 11 TOXICOLOGICAL INFORMATION

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### CHROMIUM:

## TOXICITY DATA:

27500 ug/kg unreported-rat LD50

CARCINOGEN STATUS: IARC: Human Inadequate Evidence, Animal Inadequate Evidence, Group 3 (Chromium metal); ACGIH: A4 -Not Classifiable as a Human Carcinogen

ACUTE TOXICITY LEVEL: Insufficient Data.

## TUMORIGENIC DATA:

2160 ug/kg intravenous-rat TDLo/6 week(s) intermittent; 1200 ug/kg

implant-rat TDLo/6 week(s) intermittent; 75 mg/kg implant-rabbit TDLo

ADDITIONAL DATA: May cross the placenta. May be excreted in breast milk.

## HEALTH EFFECTS:

## INHALATION:

## ACUTE EXPOSURE:

CHROMIUM: High concentrations of dusts or fumes may cause irritation.

## CHRONIC EXPOSURE:

CHROMIUM: Repeated or prolonged exposure to various chromium compounds has been reported to result in ulceration and perforation of the nasal septum, irritation of the throat and lower respiratory tract, less commonly in gastrointestinal disturbances, blood changes, pulmonary sensitization, pulmonary pneumoconiosis or fibrosis, and rarely liver effects. These effects have not been reported from exposure to the metal per se.

## SKIN CONTACT:

## ACUTE EXPOSURE:

CHROMIUM: Contact with dusts or powder may cause irritation.

## CHRONIC EXPOSURE:

CHROMIUM: Repeated or prolonged exposure to various chromium compounds has been reported to cause various types of dermatitis, including eczema, "chrome holes", sensitization, and, in contact with damaged skin, kidney damage. These effects have not been reported from exposure to the metal per se.

## EYE CONTACT:

## ACUTE EXPOSURE:

CHROMIUM: Contact with dusts or powders may cause irritation.

## CHRONIC EXPOSURE:

CHROMIUM: Repeated or prolonged exposure to some chromium compounds may cause conjunctivitis and lacrimation. These effects have not been reported from exposure to the metal per se.

## INGESTION:

## ACUTE EXPOSURE:

CHROMIUM: Chromium metal is poorly absorbed by the intestinal tract.

Absorption of sufficient amounts of some chromium compounds may result in dizziness, intense thirst, abdominal pain, vomiting, shock, oliguria or anuria, and uremia, which may be fatal.

## CHRONIC EXPOSURE:

CHROMIUM: No data available.

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SECTION 12 ECOLOGICAL INFORMATION

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Not available

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SECTION 13 DISPOSAL CONSIDERATIONS

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Dispose in accordance with all applicable regulations.

---

SECTION 14 TRANSPORT INFORMATION

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U.S. DEPARTMENT OF TRANSPORTATION: No classification assigned.

CANADIAN TRANSPORTATION OF DANGEROUS GOODS: No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

---

SECTION 15 REGULATORY INFORMATION

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U.S. REGULATIONS:

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):

CHROMIUM: 5000 LBS RQ

PHOSPHORUS, WHITE: 1 LBS RQ

SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):

Not regulated.

SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.40):

Not regulated.

SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):

ACUTE: No

CHRONIC: No

FIRE: No

REACTIVE: No

SUDDEN RELEASE: No

SARA TITLE III SECTION 313 (40 CFR 372.65):

CHROMIUM

OSHA PROCESS SAFETY (29CFR1910.119): Not regulated.

STATE REGULATIONS:

California Proposition 65: Not regulated.



## CANADIAN REGULATIONS:

WHMIS CLASSIFICATION: Not determined.

## EUROPEAN REGULATIONS:

EC CLASSIFICATION (CALCULATED): Not determined.

## NATIONAL INVENTORY STATUS:

U.S. INVENTORY (TSCA): Listed on inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

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SECTION 16      OTHER INFORMATION  
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SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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DEFENSE LOGISTICS AGENCY  
DEFENSE NATIONAL STOCKPILE CENTER  
8725 JOHN J. KINGMAN ROAD  
SUITE 3339  
FORT BELVOIR, VA 22060-6223

EMERGENCY TELEPHONE NUMBER:  
1-800-424-9300 (NORTH AMERICA)  
1-703-527-3887 (INTERNATIONAL)

SUBSTANCE: FERROCHROMIUM, HIGH CARBON

TRADE NAMES/SYNONYMS:  
DLANA386

PRODUCT USE: alloy

CREATION DATE: Jul 24 1992  
REVISION DATE: Mar 22 2001

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SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

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COMPONENT: CHROMIUM  
CAS NUMBER: 7440-47-3  
EC NUMBER (EINECS): 231-157-5  
PERCENTAGE: 62.0-71.0

COMPONENT: CARBON  
CAS NUMBER: 7440-44-0  
EC NUMBER (EINECS): 231-153-3  
PERCENTAGE: <8.0

COMPONENT: SILICON  
CAS NUMBER: 7440-21-3  
EC NUMBER (EINECS): 231-130-8  
PERCENTAGE: <3.0

COMPONENT: MANGANESE  
CAS NUMBER: 7439-96-5  
EC NUMBER (EINECS): 231-105-1  
PERCENTAGE: <0.75

COMPONENT: SULFUR  
CAS NUMBER: 7704-34-9  
EC NUMBER (EINECS): 231-722-6  
PERCENTAGE: <0.05

COMPONENT: PHOSPHORUS, WHITE  
CAS NUMBER: 7723-14-0  
EC NUMBER (EINECS): 231-768-7  
PERCENTAGE: <0.025

COMPONENT: ANTIMONY

CAS NUMBER: 7440-36-0  
EC NUMBER (EINECS): 231-146-5  
PERCENTAGE: <0.01

COMPONENT: ARSENIC  
CAS NUMBER: 7440-38-2  
EC NUMBER (EINECS): 231-148-6  
PERCENTAGE: <0.005

COMPONENT: LEAD  
CAS NUMBER: 7439-92-1  
EC NUMBER (EINECS): 231-100-4  
PERCENTAGE: <0.005

COMPONENT: TIN  
CAS NUMBER: 7440-31-5  
EC NUMBER (EINECS): 231-141-8  
PERCENTAGE: <0.005

COMPONENT: ZINC  
CAS NUMBER: 7440-66-6  
EC NUMBER (EINECS): 231-175-3  
PERCENTAGE: <0.005

-----  
SECTION 3        HAZARDS IDENTIFICATION  
-----

NFPA RATINGS (SCALE 0-4):    HEALTH=1    FIRE=0    REACTIVITY=0

EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Hard, dense lumps.

MAJOR HEALTH HAZARDS: No significant target effects reported.

PHYSICAL HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information on significant adverse effects

SKIN CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information on significant adverse effects

EYE CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information on significant adverse effects

INGESTION:

SHORT TERM EXPOSURE: no information on significant adverse effects

LONG TERM EXPOSURE: no information on significant adverse effects

CARCINOGEN STATUS:

OSHA: No

NTP: No

IARC: No

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#### SECTION 4 FIRST AID MEASURES

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INHALATION: If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. Get immediate medical attention.

SKIN CONTACT: Wash skin with soap and water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention, if needed. Thoroughly clean and dry contaminated clothing and shoes before reuse.

EYE CONTACT: Flush eyes with plenty of water for at least 15 minutes. Then get immediate medical attention.

INGESTION: If a large amount is swallowed, get medical attention.

---

#### SECTION 5 FIRE FIGHTING MEASURES

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FIRE AND EXPLOSION HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode.

EXTINGUISHING MEDIA: dolomite, dry powder for metal fires, dry sand, graphite, soda ash, sodium chloride

FIRE FIGHTING: Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. For fires in cargo or storage area: Cool containers with water from unmanned hose holder or monitor nozzles until well after fire is out. If this is impossible then take the following precautions: Keep unnecessary people away, isolate hazard area and deny entry. Let the fire burn. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products.

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#### SECTION 6 ACCIDENTAL RELEASE MEASURES

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##### WATER RELEASE:

Subject to California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). Keep out of water supplies and sewers.

##### OCCUPATIONAL RELEASE:

Collect spilled material in appropriate container for disposal. Notify Local Emergency Planning Committee and State Emergency Response Commission for release greater than or equal to RQ (U.S. SARA Section 304). If release occurs in the U.S. and is reportable under CERCLA Section 103, notify the National Response Center at (800)424-8802 (USA) or (202)426-2675 (USA).

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#### SECTION 7 HANDLING AND STORAGE

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STORAGE: Store and handle in accordance with all current regulations and

standards. See original container for storage recommendations. Keep separated from incompatible substances.

HANDLING: Use methods to minimize dust.

---

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

---

EXPOSURE LIMITS:

CHROMIUM:

- 1 mg/m3 OSHA TWA
- 0.5 mg/m3 ACGIH TWA
- 0.5 mg/m3 NIOSH recommended TWA 10 hour(s)
- 0.5 mg/m3 UK OES TWA

MEASUREMENT METHOD: Particulate filter; Acid; Flame atomic absorption spectrometry; NIOSH IV # 7024

SILICON:

- 5 mg/m3 OSHA TWA (respirable dust fraction)
- 15 mg/m3 OSHA TWA (total dust)
- 10 mg/m3 OSHA TWA (total particulate) (vacated by 58 FR 35338, June 30, 1993)
- 10 mg/m3 ACGIH TWA (total particulate) (no asbestos and <1% crystalline silica)
- 5 mg/m3 NIOSH recommended TWA 10 hour(s) (respirable fraction)
- 10 mg/m3 NIOSH recommended TWA 10 hour(s) (total particulate)
- 10 mg/m3 UK OES TWA (total inhalable dust)
- 4 mg/m3 UK OES TWA (respirable dust)

MEASUREMENT METHOD: Particulate filter; Gravimetric; NIOSH IV # 0500, Nuisance Dust (total), # 0600 (respirable)

VENTILATION: Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

EYE PROTECTION: Wear splash resistant safety goggles. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: Under conditions of frequent use or heavy exposure, respiratory protection may be needed. Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use.

Any dust, mist, and fume respirator.

Any air-purifying respirator with a high-efficiency particulate filter.

Any powered, air-purifying respirator with a dust, mist, and fume filter.

Any powered, air-purifying respirator with a high-efficiency particulate filter.

For Unknown Concentrations or Immediately Dangerous to Life or Health -

Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a

separate escape supply.  
Any self-contained breathing apparatus with a full facepiece.

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SECTION 9        PHYSICAL AND CHEMICAL PROPERTIES

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PHYSICAL DESCRIPTION: Hard, dense lumps.  
BOILING POINT: Not applicable  
MELTING POINT: Not available  
VAPOR PRESSURE: Not applicable  
VAPOR DENSITY: Not applicable  
SPECIFIC GRAVITY: Not available  
WATER SOLUBILITY: Not available  
PH: Not applicable  
VOLATILITY: Not applicable  
ODOR THRESHOLD: Not available  
EVAPORATION RATE: Not applicable  
COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

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SECTION 10       STABILITY AND REACTIVITY

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REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: bases, oxidizing materials, halogens, peroxides, metals,  
combustible materials, acids, reducing agents, metal carbide, metal salts

CHROMIUM:

ALKALI CARBONATES: Attacked.  
ALKALIES (CAUSTIC): Attacked.  
AMMONIUM NITRATE (FUSED): Violent or explosive reaction.  
BROMINE PENTAFLUORIDE: Violent reaction and possible ignition.  
HYDROGEN PEROXIDE: Violent decomposition reaction.  
LITHIUM (MOLTEN): Vigorous reaction at elevated temperatures.  
NITROGEN OXIDE: Incandescent reaction.  
OXIDIZERS (STRONG): Fire and explosion hazard.  
POTASSIUM CHLORATE (FUSED): Vigorous incandescent reaction.  
SULPHUR DIOXIDE: Incandescent reaction.

CARBON:

ALKALI METALS: Contact may result in an exothermic reaction with ignition  
or an explosion.  
AMMONIUM NITRATE: Possible explosion when heated.  
AMMONIUM PERCHLORATE: Possible explosion on heating.  
BROMATES: Contact is likely to result in ignition or an explosion.  
CALCIUM HYPOCHLORITE: Possible explosion on heating.  
CHLORATES: Contact is likely to result in ignition or an explosion.  
CHLORINE MONOXIDE: Explodes.  
CHROMATES: Incompatible.  
DICHLORINE OXIDE: Explosion reaction.  
HALOGENS: Contact of carbon with any halogen is liable to result in

ignition or an explosion.

INTERHALOGENS: Contact of carbon with any interhalogen is liable to result in ignition or an explosion.

IODATES: Contact is likely to result in ignition or an explosion.

IODINE PENTOXIDE: Explodes when warmed.

METAL NITRATES: Contact is likely to result in ignition or an explosion.

NITRIC ACID: Violent reaction.

NITROGEN OXIDE: Ignition with incandescence.

NITROGEN TRIFLUORIDE: Explosion at reduced temperatures.

OILS (UNSATURATED): Fire and explosion hazard.

OXIDES: Contact with many oxides is likely to result in ignition or an explosion.

OXIDIZERS (STRONG): Fire and explosion hazard.

OXOSALTS: Contact is likely to result in ignition or an explosion.

OXYGEN: May result in ignition or an explosion.

OXYGEN DIFLUORIDE: Possible explosion.

OZONE: Fire hazard.

PEROXIDES: Contact is likely to result in ignition or an explosion.

PEROXYFORMIC ACID: Violent oxidation.

PEROXYFUROIC ACID: Explosive decomposition.

POTASSIUM PERMANGANATE: Ignition on heating.

SODIUM SULFIDE: May undergo spontaneous heating.

TRIOXYGEN DIFLUORIDE: Ignition with possible explosion.

#### SILICON:

ALUMINUM + LEAD OXIDE: Mixture may explode on heating.

BROMINE TRIFLUORIDE: Ignition reaction.

CESIUM ACETYLIDE: Vigorous reaction on heating.

CALCIUM: Violently incandescent reaction above 1050 C, after a short delay.

CHLORINE (GASEOUS): Ignition on contact at ambient temperatures.

CHLORINE TRIFLUORIDE: Ignition reaction.

COBALT TRIFLUORIDE: Exothermic reaction, attaining red heat on warming.

FLUORINE: Ignites at room temperature; attains temperatures above 1400 C.

HYDROFLUORIC ACID: Attacks silicon.

HYDROFLUORIC ACID + NITRIC ACID MIXTURE: Attacks silicon.

IODINE PENTAFLUORIDE: Incandescent reaction.

IRIDIUM HEXAFLUORIDE: During reduction to pentafluoride, hexafluoride must not

be condensed directly onto undiluted silicon powder or explosion may occur.

LEAD OXIDE: An initiating mixture of silicon and lead dioxide (2:1) attains a

temperature around 1100 C after ignition by small flame.

MANGANESE TRIFLUORIDE: Violent reaction.

METAL CARBONATES (ALKALI): Exothermic reaction on heating, attaining incandescence and evolving carbon monoxide.

MOLYBDENUM HEXAFLUORIDE: During reduction to pentafluoride, hexafluoride must

not be condensed directly onto undiluted silicon powder or explosion may occur.

NITROSYL FLUORIDE: Reacts with incandescence.

OSMIUM HEXAFLUORIDE: During reduction to pentafluoride, hexafluoride must not

be condensed directly onto undiluted silicon powder or explosion may occur.

OXIDIZERS (STRONG): Fire and explosion hazard.

OXYGEN DIFLUORIDE: Generates sparks on heating.

PEROXYFORMIC ACID: Traces of manganese dioxide may promote oxidation with ignition.

RHENIUM HEXAFLUORIDE: During reduction to pentafluoride, hexafluoride must not

be condensed directly onto undiluted silicon powder or explosion may occur.

RUBIDIUM ACETYLIDE: Reacts vigorously on warming.

SILVER FLUORIDE: Violent reaction.

SODIUM-POTASSIUM ALLOY: The reaction forms sodium silicide, which is spontaneously flammable in air.

URANIUM HEXAFLUORIDE: During reduction to pentafluoride, hexafluoride must not

be condensed directly onto undiluted silicon powder or explosion may occur.

WATER: Combustible or explosive reaction at sufficiently high temperatures and pressures.

#### HAZARDOUS DECOMPOSITION:

Thermal decomposition products: miscellaneous decomposition products

POLYMERIZATION: Will not polymerize.

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## SECTION 11 TOXICOLOGICAL INFORMATION

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#### CHROMIUM:

##### TOXICITY DATA:

27500 ug/kg unreported-rat LD50

CARCINOGEN STATUS: IARC: Human Inadequate Evidence, Animal Inadequate Evidence, Group 3 (Chromium metal); ACGIH: A4 -Not Classifiable as a Human Carcinogen

ACUTE TOXICITY LEVEL: Insufficient Data.

##### TUMORIGENIC DATA:

2160 ug/kg intravenous-rat TDLo/6 week(s) intermittent; 1200 ug/kg implant-rat TDLo/6 week(s) intermittent; 75 mg/kg implant-rabbit TDLo

ADDITIONAL DATA: May cross the placenta. May be excreted in breast milk.

#### CARBON:

##### TOXICITY DATA:

>5 gm/kg oral-rat LD; >5 gm/kg intraperitoneal-rat LD; >5 gm/kg subcutaneous-rat LD; >5 gm/kg oral-mouse LD; >5 gm/kg intraperitoneal-mouse LD; >5 gm/kg subcutaneous-mouse LD; 440 mg/kg intravenous-mouse LD50; >5 gm/kg oral-dog LD; >5 gm/kg intraperitoneal-dog LD

ACUTE TOXICITY LEVEL: Insufficient Data.

##### REPRODUCTIVE EFFECTS DATA:

167 mg/kg subcutaneous-rat TDLo 8 day(s) pregnant female continuous

#### SILICON:

##### IRRITATION DATA:

3 mg eyes-rabbit mild

##### TOXICITY DATA:



3160 mg/kg oral-rat LD50; 500 mg/kg intraperitoneal-rat LDLo

ACUTE TOXICITY LEVEL:

Moderately Toxic: ingestion

ADDITIONAL DATA: Nephrotoxicity has been demonstrated with excessive exposure to silicon.

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

CHROMIUM: High concentrations of dusts or fumes may cause irritation.

CARBON: Inhalation of dust may cause slight mucous membrane irritation.

SILICON: Dust may cause respiratory and mucous membrane irritation. Intratracheal administration of 25 mg in rabbits produced slight pulmonary lesions.

CHRONIC EXPOSURE:

CHROMIUM: Repeated or prolonged exposure to various chromium compounds has been reported to result in ulceration and perforation of the nasal septum, irritation of the throat and lower respiratory tract, less commonly in gastrointestinal disturbances, blood changes, pulmonary sensitization, pulmonary pneumoconiosis or fibrosis, and rarely liver effects. These effects have not been reported from exposure to the metal per se.

CARBON: Repeated or prolonged exposure may cause slight irritation and pulmonary disorders.

SILICON: Inert dusts may cause excessive production of mucous, mucous gland hypertrophy and increased airway resistance and may contribute to chronic bronchitis.

SKIN CONTACT:

ACUTE EXPOSURE:

CHROMIUM: Contact with dusts or powder may cause irritation.

CARBON: Contact may cause transient irritation.

SILICON: May cause mechanical irritation.

CHRONIC EXPOSURE:

CHROMIUM: Repeated or prolonged exposure to various chromium compounds has been reported to cause various types of dermatitis, including eczema, "chrome holes", sensitization, and, in contact with damaged skin, kidney damage. These effects have not been reported from exposure to the metal per se.

CARBON: No data available.

SILICON: No data available.

EYE CONTACT:

ACUTE EXPOSURE:

CHROMIUM: Contact with dusts or powders may cause irritation.

CARBON: Contact with dust may cause mechanical irritation.

SILICON: Silicon dust may cause irritation.

CHRONIC EXPOSURE:

CHROMIUM: Repeated or prolonged exposure to some chromium compounds may cause conjunctivitis and lacrimation. These effects have not been reported from exposure to the metal per se.

CARBON: Repeated or prolonged exposure may cause mechanical irritation.

SILICON: No data available.

INGESTION:

ACUTE EXPOSURE:

CHROMIUM: Chromium metal is poorly absorbed by the intestinal tract. Absorption of sufficient amounts of some chromium compounds may result in dizziness, intense thirst, abdominal pain, vomiting, shock, oliguria or anuria, and uremia, which may be fatal.

CARBON: Extremely large doses may produce gastrointestinal disturbances.

SILICON: The lethal dose reported in rats was 3160 mg/kg; the symptoms were not reported.

CHRONIC EXPOSURE:

CHROMIUM: No data available.

CARBON: No data available.

SILICON: No data available.

-----  
SECTION 12 ECOLOGICAL INFORMATION  
-----

Not available

-----  
SECTION 13 DISPOSAL CONSIDERATIONS  
-----

Dispose in accordance with all applicable regulations.

-----  
SECTION 14 TRANSPORT INFORMATION  
-----

U.S. DEPARTMENT OF TRANSPORTATION: No classification assigned.

CANADIAN TRANSPORTATION OF DANGEROUS GOODS: No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

-----  
SECTION 15      REGULATORY INFORMATION  
-----

U.S. REGULATIONS:

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):

CHROMIUM: 5000 LBS RQ

PHOSPHORUS, WHITE: 1 LBS RQ

ANTIMONY: 5000 LBS RQ

ARSENIC: 1 LBS RQ

LEAD: 10 LBS RQ (solid metal particles < 100 micrometer diameter (0.004 inches))

ZINC: 1000 LBS RQ

SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):

Not regulated.

SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.40):

Not regulated.

SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):

ACUTE: No

CHRONIC: No

FIRE: No

REACTIVE: No

SUDDEN RELEASE: No

SARA TITLE III SECTION 313 (40 CFR 372.65):

CHROMIUM

OSHA PROCESS SAFETY (29CFR1910.119): Not regulated.

STATE REGULATIONS:

California Proposition 65:

Known to the state of California to cause the following:

ARSENIC

Cancer (Feb 27, 1987)

LEAD

Cancer (Oct 01, 1992)

Developmental toxicity (Feb 27, 1987)

Male reproductive toxicity (Feb 27, 1987)

Female reproductive toxicity (Feb 27, 1987)

LEAD COMPOUNDS

Cancer (Oct 01, 1992)

Developmental toxicity (Feb 27, 1987)

Male reproductive toxicity (Feb 27, 1987)

Female reproductive toxicity (Feb 27, 1987)

CANADIAN REGULATIONS:

WHMIS CLASSIFICATION: Not determined.

EUROPEAN REGULATIONS:

EC CLASSIFICATION (CALCULATED): Not determined.

NATIONAL INVENTORY STATUS:

U.S. INVENTORY (TSCA): Listed on inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

-----  
SECTION 16      OTHER INFORMATION  
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**J.5 Fedwire Procedures (JAN 95)**

The Sender should use a bank that Quotes wire transfer capability. The Federal Reserve Bank of New York will then process the money for deposit to the Defense National Stockpile Account with the Department of the Treasury.

**PROCEDURES FOR DEPOSIT SLIP(S) FOR FEDWIRE:**

To ensure the funds are credited to the Defense National Stockpile Center the following information is required on any wire transfer of funds.

1. Treasury Dept. Code – Routing No. to the Treasury  
MUST BE ON SLIP “021030004”.
2. Amount of funds to be transferred.
3. Treasury Department Name – **This item is critical** –

MUST APPEAR EXACTLY AS SHOWN BELOW

**TREAS NYC/(CTR/BNF=/AC-00006355)**

4. Third Party Information – Purchaser’s Name,  
Commodity, and Contract Number